

WARRICK COUNTY COMMISSIONERS
107 W. LOCUST ST., STE. 301 – BOONVILLE, INDIANA 47601
PHONE – (812) 897-6120 FAX – (812) 897-6189
e-mail – info@warrickcounty.gov

INSTRUCTIONS FOR COMPLETION/SUBMISSION OF AGREEMENT FOR ROAD USAGE

1. When specifying road section(s) to be utilized, list the road name(s) and number(s); list the starting and ending points by crossroad names and numbers; list the type of pavement of the road(s) and length of corresponding section(s) of road(s).
2. Combine sections for a total distance expressed in miles and list reason for need for your use of road(s).
3. Paragraph 1 – Commissioners will complete
4. Paragraph 6 requires bond amounts. To determine bond amount, use the following rates:

Paved Roads at \$70,000.00 per mile
Unpaved Roads at \$30,000.00 per mile
5. Paragraph 7 should list start and end dates consistent with the bond.
6. Paragraph 8 requires the establishment of an account with a local rock company for unpaved roads or a local asphalt company for paved roads.
7. Complete user name, mailing address and telephone number under Paragraph 11.
8. Signature(s) required at end of agreement by authorized persons. If a company, an officer authorized to make contracts should sign and list title.
9. Submit Agreement for Road Usage in triplicate, with a performance bond or letter of credit in sufficient amount to:

Warrick County Commissioners
107 W. Locust St., Ste. 301
Boonville, IN 47601

For any questions, please contact Robert B. Howard at (812) 897-6094 or Roger Emmons at (812) 897-6120.

AGREEMENT FOR ROAD USAGE

WHEREAS, (Company/Individual Name) _____, of
(Street Address) _____,
(City) _____, (State) _____ (hereinafter called the "User") desires
to utilize a section of Warrick County roads commencing at: _____

a distance of _____ gravel miles and _____ paved miles, more or less, to haul

_____ ; and

WHEREAS, there is the possibility that said roadway, including but not limited to its surface, base, ditches, berm, bridges, culverts, driveways and other improvements, may suffer from the heavy loads to be hauled over said roadway; and

WHEREAS, the use of said roadway in excess of the restrictions as to size and/or weight of the loads is of economic benefit to the User;

NOW, THEREFORE, the User and the Board of Commissioners of Warrick County (hereinafter called "Commissioners") AGREE as follows:

1. The Commissioners grant unto the User the right to use said above-described roadway in excess of local restrictions as follows:

for the purpose set forth above.

2. The User agrees to use said roadway in a reasonable and prudent manner, using reasonable care; however, notwithstanding how carefully said roadway is used, the User agrees to maintain the entire section of said roadway above-described during the period of its use including adequate dust control as applicable; agrees to keep said roadway in as good a condition as it is now being maintained; and further agrees that upon conclusion of its use above-described to repair said roadway, including its surface, base, berms, ditches, bridges, culverts, driveway entrances and other improvements now thereon, and agrees to restore said roadway including all above individual specific parts thereof, to the same condition or better than the same now exists to specifications established by the Commissioners.

3. User agrees to make repairs, as directed by Warrick County, to the aforementioned roadway during the term of its use as needed. The Commissioners may designate repairs and restoration to be made; however, such designation must be reasonable under the circumstances, and in accordance with general road restoration and maintenance practices in Warrick County.
4. The User agrees to make such repairs, including such dust control or other remedial actions determined by the Commissioners, in the sole discretion of the Commissioners, within 48 hours of being given notice thereof. In the event that the User fails to make such repairs or other remedial corrections to the utilization of said roads, as aforesaid, the Commissioners may forthwith make said repairs and charge the same to the User or its surety as hereinafter provided.
5. The User shall, before beginning the use of said roadway, post with the Auditor of Warrick County, Indiana, a bond or letter of credit in such form as is approved by the County of _____ Thousand Dollars (\$ _____), which said bond shall be payable to Warrick County, State of Indiana. Should the User fail to make reasonable repairs and restoration as required by this Agreement, the Commissioner shall give written notice of such to the User specifying any deficiency and its location. If work to make such reasonable repairs and restoration does not commence within thirty (30) days of such written notice, weather permitting, the User may be deemed by the Commissioners to be in default of this Agreement, and such bond or letter of credit may immediately be declared forfeited and payable to Warrick County, State of Indiana, to the extent necessary to restore and/or repair the roadway or any part thereof. Cash, certified check or corporate surety company bond by a corporate surety authorized to do business in the state of Indiana is acceptable.
6. The User agrees to complete final restoration prior to expiration of said bond or letter of credit. Failure to do so may cause User to forfeit said bond or letter of credit. The User shall allow for enough time to complete said restoration, including consideration of seasonal weather conditions, when determining bond or letter of credit expiration date.
7. The User's right to use said roadway shall commence on or before the _____ day of _____, 20____, and terminate on the _____ day of _____, 20____.
8. The User shall establish an account with _____

_____ for the providing of road surface material for the above described roadway. The Commissioners shall have the right to order road surface material from said provider for application to the roadway. All charges for said material shall be to the User with no liability to Warrick County. If, during periods of emergency, Warrick County uses its suppliers for said roadway, then said materials shall be replaced by the above-named provider or by direct reimbursement by the User.
9. The Commissioners reserve the right to suspend or terminate User's use of the above described roadway when said use constitutes a public safety hazard. Notice of said suspension or termination shall be in writing to the User at its address as herein set forth.

10. The User agrees to hold Warrick County, the Commissioners and all County employees harmless and agrees to indemnify Warrick County, the Commissioners and/or its or their employees against any and all claims, actions at law or equity, litigation expenses, judgments and verdicts that should arise out of the User's use of the roadway, or out of the use by any person, firm or corporation of the roadway for purposes associated with User's activities. Should any judgment be entered against Warrick County, the Commissioners and/or its employees as a result of such use, the User shall pay the same. User shall, before beginning the use of said roadway, file a certificate of insurance from an insurance company authorized to do business in the State of Indiana showing all peril liability insurance in a minimum of Five Hundred Thousand Dollars (\$500,000.00).
11. Whenever notice is required to be given to any party under this Agreement, such notice shall be in writing and shall be given by first class mail to the addresses as follows:

Commissioners: Warrick County Commissioners
107 W. Locust St., Ste. 301
Boonville, IN 47601

User: _____

User Telephone: _____

12. Upon approval by the Commissioner of the roadway restoration as required by this Agreement the bond herein required should be released.

Dated this _____ day of _____, 20____.

WARRICK COUNTY ADMINISTRATOR WARRICK COUNTY HIGHWAY ENGINEER

Roger E. Emmons

Robert B. Howard, P.E.

The foregoing Agreement is entered into by the User, the person executing the same on behalf of the User affirms that (s)he has authority to execute the same on behalf of the User.

Signature: _____

Title: _____

Date: _____